

every other Qwest state in which Eschelon does business. To support its allegation, it appears that Eschelon relies upon the same usage study it provided to the Commission during Qwest's Nine-State Section 271 proceeding. See Eschelon Nine-State Comments at 50-51, Exh. 39. Apparently, Eschelon claims that Qwest failed to provide it with 16 percent of its DUF call records. But Qwest previously has shown the error rate to be less than three percent, and the Commission already considered – and dismissed – this issue when it approved Qwest's Nine-State Application:

After careful consideration, we reject Eschelon's argument and find that the evidence on the record demonstrates that Qwest provides competing carriers with complete, accurate and timely reports on their customers' service usage. In particular, the record shows that Qwest reviewed the audit report and performed an internal investigation. Qwest explains, first, that its review of the call records was hindered by the age of the records and lack of relevant information from Eschelon. Nonetheless, Qwest demonstrates that it accounts for 97.3 percent of the records it was able to research. Of note, Qwest demonstrates that some of the calls that generated the greatest percentage of "missing" call records in the audit were, in fact, calls that do not generate access records. . . . In addition to Qwest's nondiscriminatory performance, the independent third-party test that KPMG performed provides additional assurance that Qwest's DUF is delivered in a timely and accurate manner.

Qwest Nine-State 271 Order at ¶ 117 (footnotes omitted). No substantive changes have been made to the way in which Qwest provides CLECs with usage information since the *Qwest Nine-State 271 Order* was issued. The U.S. District Court proceeding addressing Eschelon's complaint is in the very early stages. Qwest has filed an Answer to Eschelon's Complaint, written discovery was propounded, and the presiding judge recently issued a scheduling order.

10. *Qwest previously stated that human coding errors and reporting issues caused Qwest to miss the parity standard under OP-3 for conditioned loops. Please provide further information about these issues. Did these*

same factors affect Qwest's performance for conditioned loops under OP-3 in August? Please exclude these errors and recalculate Qwest's performance results for the past four months, including August.

Human Coding Errors – Missed Function Codes: The human coding errors that contributed to Qwest's OP-3 results for conditioned loops involved missed function codes. Specifically, when some CLEC customers called to change the due date for their orders, Qwest assigned the incorrect missed function code on a very small number of those orders. This caused Qwest to understate its performance in some instances because the misses appeared as "Qwest-caused" even though the customer's request was successfully met. Three orders in April and one order in July were affected by this condition.

Reporting Improvements: Two reporting improvements are being made simultaneously with September data reported in October to address certain reporting issues that have affected Qwest's stated performance results. The first is being made in response to a process change so that certain activities are not reported as "missed commitments." In April 2003, Qwest changed the line sharing and Qwest DSL Resale and Retail processes to allow for removal of Universal Digital Channel ("UDC") and to allow for line moves when the underlying facility is not DSL-qualified. By allowing for this change, Qwest expanded the number of lines that could accommodate line sharing and DSL and reduced the amount of time required to provision these services. Beginning with September data reported in October, Qwest's reporting programs will report UDC and line moves in either the line sharing or DSL (Resale or Retail) category, rather than as missed commitments in the conditioning category. The second improvement, being made in conjunction with the first, relates to the few situations in which Qwest has reported a "Qwest-caused" missed commitment when, in fact, the customer requested a due date change before conditioning and the new due date was met.

Recalculated Results: To account for the reporting improvements back to the time of the process change, Qwest has recalculated results from May, the first full month following the April process change, through August, 2003. These recalculations removed a significant number of line moves and UDC removals from the Unbundled Conditioned category into other product categories (which is why the number of affected orders here differs from the figures cited in the Performance Measures Declaration), and reduced the number of misses to only one or two orders in each month. The recalculated

results for OP-3D and OP-3E for conditioned loops on a combined basis from May through August 2003 are as follows:

Month	Result	Orders Met
May	93.3%	14 of 15
June	100%	16 of 16
July	90.5%	19 of 21
August	90%	9 of 10

Qwest met or exceeded the 90% benchmark in each of the four months. As noted above, one order was affected by a missed function code in July. When that order is factored into the results, Qwest's performance that month improves to 95%. It is worth noting that volumes of conditioned unbundled loops are extremely small, so minor changes can make a significant difference in performance results.

11. *Please explain why Qwest previously missed the parity standard under OP-3 for EELs.*

As explained in paragraph 169 of the Performance Measures Declaration, Qwest's performance misses in March, May, and June, 2003, were caused by facility issues. Facility issues are those in which the DS1 service cannot be provisioned as engineered due to the actual make up of the line. For example, in June, an order was delayed for facility issues because it was necessary to replace through-cards with HDSL repeater cards in a repeater apparatus case in order to make the signal work. In all cases in March, May and June, Qwest resolved the facility issues and provisioned the services with minimal delay.

In light of this explanation, Qwest's performance is satisfactory. In Arizona, Qwest met OP-3D (Zone One) for EELs in four out of six months (March through August 2003). In March, only seven orders were missed, and in June only eight orders were missed. In Zone Two, Qwest met the benchmark in three out of six months, with very small order volumes. The average denominator during this six month period was 4.5 orders. With such volumes, it takes only one or two missed orders – as was the case in May, July and August – to miss the benchmark standard. In fact, with such volumes, perfect performance is necessary to meet the 90% benchmark. On a regional basis, where volumes are more meaningful, Qwest met the benchmark for OP3 for EELs in Zones One and Two in five of the past six months. Qwest's overall performance for EELs therefore meets Section 271's requirements.

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Qwest Communications)	
International Inc.)	WC Docket No. 03-194
)	
Application for Authority to)	
Provide In-Region, InterLATA)	
Services in Arizona)	

**REPLY DECLARATION OF LYNN M V NOTARIANNI
& LORETTA A. HUFF**

**Checklist Item 2 of Section 271(c)(2)(B)
Operations Support Systems**

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LIST OF REPLY EXHIBITS

REPLY EXHIBIT NO.	DESCRIPTION
Reply Exh. LN-1	Letter from Thomas F. Dixon, MCI, to ACC, Docket No. T-000000A-97-0238, August 26, 2003
Reply Exh. LN-2	Letter from Elizabeth A. Woodcock, counsel for Qwest, to ACC, September 4, 2003
Reply Exh. LN-3	Transcript from September 8, 2003, ACC Open Meeting (Excerpt)
Reply Exh. LN-4	PC041503-1CM (Add to Section 4.0 Types of Change CLEC impacting defect) (CR Detail)
Reply Exh. LN-5	MCI Proposed Addition to CMP Section 4.0 -- Production Support, submitted to CMP April 15, 2003
Reply Exh. LN-6	Qwest Proposed Addition to CMP Section 12.0 -- Production Support, submitted to CMP June 30, 2003
Reply Exh. LN-7	October 14, 2003, CMP Ad Hoc Meeting Agenda
Reply Exh. LN-8	SCR022103-01: IMA Revise BA & BLOCK Fields on RS, CRS, PS, NP, and LSNP Forms (CR Detail)
Reply Exh. LN-9	BellSouth Change Control Process, version 3.9, September 22, 2003, Section 5 ("Defect Process")
Reply Exh. LN-10	Qwest System Event Notification (Blocking), August 12, 2003 (Initial)
Reply Exh. LN-11	Qwest Blocking Event Notification (Blocking), September 8, 2003 (Closure)
Reply Exh. LN-12	PC022703-9X (Support Production Defect Report)(CR Detail)
Reply Exh. LAH-13	Exhibit LAH-OSS-54A, Chart of CLEC-Specific Flow-Through and Reject Rates Under PO-2 and PO-4, Updated with Data from August 2003

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**REPLY DECLARATION OF LYNN M V NOTARIANNI
& LORETTA A. HUFF**

**Checklist Item 2 of Section 271(c)(2)(B)
Operations Support Systems**

1. Pursuant to 47 C.F.R. § 1.16, Lynn M V Notarianni and Loretta A. Huff declare as follows:
2. My name is Lynn M V Notarianni. I am a Senior Director in Qwest IT, Inc., a unit of Qwest. My business address is 930 15th Street, Denver, Colorado 80202. I am the Declarant in connection with Section I of this Reply Declaration.
3. My name is Loretta A. Huff. I am a Senior Director in the Wholesale Markets organization at Qwest Services Corporation, a unit of Qwest. My business address is 1801 California Street, Denver, Colorado 80202. I am the Declarant in connection with Section II of this Reply Declaration.

4. This Reply Declaration responds to arguments regarding OSS and Change Management raised in the Comments of AT&T Corp. and MCI.

I. QWEST HAS IN PLACE ADEQUATE PROCEDURES FOR CORRECTING SOFTWARE AND DOCUMENTATION DEFECTS

5. AT&T contends that Qwest's procedures for correcting software defects in new releases are inadequate.¹ AT&T also contends that Qwest incorrectly classifies many of these software defects as documentation defects.² MCI also argues that Qwest should provide CLECs a log of all trouble reports.

A. Qwest's Procedures for Correcting Software Defects are Adequate.

6. As explained more fully below, Qwest's procedures for correcting software defects are fully sufficient to meet the requirements of Section 271. Those procedures, which were the result of a collaborative CLEC/Qwest change management redesign process, are set forth in Qwest's change management plan ("CMP Framework").³

7. The Arizona Corporation Commission also considered the issue of timeframes for software defect corrections, in response to an

¹ AT&T Comments at 26-29.

² *Id.* at 26-28.

³ Declaration of Judith M. Schultz on Change Management, Exhibit JMS-CMP-2.

August 26, 2003 MCI letter to the ACC.⁴ In response to that letter, Qwest explained its willingness to accommodate the CLECs' proposed timeframes with flexibility.⁵ In its September 8, 2003, hearings in the Qwest Section 271 proceeding, the ACC noted that MCI had raised this and other issues, but the ACC agreed with Staff that the issues were not 271-affecting and that the CMP process was adequate to take care of such concerns, which will crop up as time goes on.⁶ As Maureen Scott of the ACC Staff stated at the hearing, following a specific reference to the MCI/WorldCom letter:

[T]here are no issues that I have seen raised by the parties that are 271 affecting. . . .
[T]he issues do appear to be in their proper forum at this point, which is the CMP process which all parties have agreed to utilize to bring problems to Qwest's attention and to resolve them.⁷

8. In its comments, AT&T argues that Section 271 requires that Qwest bind itself to specific timeframes for correcting software defects, similar to those that the Florida PSC required BellSouth to incorporate in its

⁴ See Letter from Thomas F. Dixon, MCI, to ACC, Docket No. T-000000A-97-0238, August 26, 2003, attached hereto as Reply Exhibit LN-1.

⁵ See Letter from Elizabeth A. Woodcock, counsel for Qwest, to ACC, September 4, 2003 (attached hereto as Reply Exhibit LN-2).

⁶ See Transcript from September 8, 2003, ACC Open Meeting (Excerpt), at 220-224 (attached as Reply Exhibit LN-3).

⁷ *Id.* at 222.

change management plan.⁸ To this end, AT&T cites an MCI change request (CR) that was based on the BellSouth change control process language adopting timeframes for correcting software defects.⁹ However, AT&T ignores the fact that the Commission has already concluded that Qwest's change management plan is adequate. AT&T also ignores the ACC's conclusion that this issue is not 271-affecting in Arizona.

9. While Qwest always is open to process changes in this area, the Commission should recognize that the current Qwest change management plan already adequately addresses the issue of software defect corrections. The Qwest CMP is the product of a collaborative process between Qwest and the CLECs, as discussed at length in the Change Management Declaration.¹⁰ The production support procedures in Section

⁸ See AT&T Comments at 26, citing *Georgia/Louisiana 271 Order* at ¶175 & n. 144 and *BellSouth 5-State 271 Order* at ¶ 201 & n.780. The timeframes in the BellSouth plan (and in the MCI CR) were imposed on BellSouth not by the FCC, but by the Florida PSC in response to the PSC's concern about the number of software defects in BellSouth's releases. See *Petition by AT&T Communications of the Southern States, Inc d/b/a AT&T for arbitration of certain terms and conditions of a proposed Agreement with BellSouth Telecommunications, Inc. pursuant to 47 U.S.C. Section 252*, Docket No. 000731-TP, Order No. PSC-01-1402-FOF-TP (June 28, 2001) at 115-117.

⁹ See Reply Exhibit LN-4 (PC041503-1CM (Add to Section 4.0 Types of Change CLEC impacting defect) (CR Detail)); Reply Exhibit LN-5 (MCI Proposed Addition to CMP Section 4.0 – Production Support, submitted to CMP April 15, 2003).

¹⁰ Declaration of Judith M. Schultz, ¶¶ 8-16.

12 of that plan were negotiated and agreed upon as a result of the collaborative process, and have been part of the plan for over a year.

10. Section 12 provides for the reporting of system troubles by CLECs and Qwest, the classification of those problems by severity levels, the prioritization of correction of any software defects, and the process for notifying CLECs of such changes.¹¹ Contrary to AT&T's assertions, the CMP Framework provides general guidance for the correction of defects that affect CLEC operations. For instance, Section 12.3 of the CMP Framework provides as follows:

Qwest will assign each CLEC generated and Qwest generated IT trouble ticket a severity Level 1 to 4, as defined in Section 12.5. Severity 1 and Severity 2 IT trouble tickets will be *implemented immediately* by means of an emergency Release of process, software, or documentation (known as a Patch). If Qwest and CLEC deem implementation is not timely, and a work around exists or can be developed, Qwest will implement the work around in the interim. Severity Level 3 and Severity Level 4 IT trouble tickets may be implemented *when appropriate taking into consideration upcoming Patches, Major Releases and Point Releases and any synergies* that exist with work being done in the Upcoming Patches, Major Releases and Point Releases.¹²

¹¹ CMP Framework, § 12.

¹² CMP Framework, §12.3, Exhibit JMS-CMP-2 at 85-86 (emphasis added). The four severity levels set forth in the CMP Framework are, from most severe to least, and from Level 1 to Level 4: critical impact, serious impact, moderate impact, minimal impact. These terms are defined in the CMP Framework, Section 12.5, and are similar to the categories employed by

11. AT&T in its comments nevertheless argues that Qwest should have adopted the MCI CR proposing specific timeframes for correcting software defects. However, Qwest's objections to the MCI CR, as it was worded, were reasonable, and its willingness to discuss alternative proposals for revisions to the CMP Framework to accommodate the CLECs' concerns also was reasonable.

12. During the numerous CMP meetings in which the MCI CR was discussed, Qwest explained why it could not agree to revisions to the plan that contained fixed time frames for resolving software defects. In its written explanation to the CLECs, Qwest stated that:

Not all software issues are of the same magnitude and level of complexity. While a particular issue may involve a simple software fix, there are times when the production support team must go through an extensive development cycle to get a fix implemented, and/or may require that fixes be coordinated between multiple systems. In such cases and possibly for other reasons, Qwest would not necessarily be able to meet the fixed timeframe.¹³

BellSouth and other RBOCs. As also provided in the CMP Framework, Qwest will create workarounds for these defects (except for Severity 1), so that CLECs can continue to process LSRs while Qwest develops and implements the defect correction. CMP Framework at §§ 12.4.1, 12.5. CLECs also may escalate the decision on severity level using the Technical Escalation Process, but rarely have done so. See CMP Framework, §12.5; Change Management Declaration, Exhibit JMS-CMP-7 (Technical Escalation Process).

¹³ Reply Exhibit LN-4 (PC041503-1CM (Add to Section 4.0 Types of Change CLEC impacting defect) (CR Detail) at 993-994 (E-mail from Linda Sanchez-Steinke (Qwest), August 1, 2003).

13. Qwest also offered CLECs a compromise proposal that would have provided Qwest with some flexibility in correcting software defects, while addressing the CLECs' expressed concerns about timing.¹⁴ Qwest's proposed language established set timeframes for correcting software defects, by severity level (10 business days for severity level 2 and 30 business days for severity level 3), but also gave Qwest the flexibility, when the deadline was not practical, to notify the CLECs that the defect would instead be fixed by a later date certain.¹⁵ As Qwest explained to the CLECs, "Qwest's initial proposal back to the CLECs achieves not only flexibility to handle difficult issues in a responsible way, but also will make Qwest accountable to set forth timeframes."¹⁶ MCI would not agree to revise the language of its CR, nor did it propose any alternative language (as requested by Qwest) to provide Qwest the flexibility necessary to accommodate technical issues and thus assure a quality software fix. Instead, MCI further tightened the language in its CR to add a binding timeframe by which Qwest must undertake the initial evaluation of the trouble ticket in order to

¹⁴ Reply Exhibit LN-6 (Qwest Proposed Addition to CMP Section 12.0 – Production Support, submitted to CMP June 30, 2003).

¹⁵ *Id.* There were no timeframes in Qwest's proposal for Severity 1 and 4 because of the nature of problems that fall within those categories. Severity 1 problems are so serious that they must be corrected immediately, and Severity 4 problems have no direct impact on CLECs, so specified timeframes are not appropriate. See CMP Framework, §12.5.

¹⁶ Reply Exhibit LN-4.

determine if it would be considered a defect. The rest of the MCI CR language remained as originally proposed. Therefore the vote was taken on MCI's original language, and Qwest could not and did not support it.¹⁷

14. Just because MCI's proposed amendment to the CMP Framework was voted down does not mean that the discussion of further improvements to the production support process has ended. On the contrary, through the CMP process the CLECs and Qwest have met several times to discuss proactive means to improve software quality, documentation, testing, and the event notification process, and they continue to meet.¹⁸ The most recent such meeting, an *ad hoc* CMP discussion held on October 14, produced a number of concrete suggestions as well as agreement on next steps in the ongoing process.¹⁹ Clearly, the CMP process is working as a forum for

¹⁷ See PC041503-1CM (CR Detail), Reply Exhibit LN-4. CLECs and Qwest also agreed that any changes to the change management plan, once it was finalized in October 2002, would have to be agreed to by unanimous vote of the participants. See CMP Framework, § 2.1. In fact, since the CMP Framework was finalized, the production support section of the CMP has already been revised once by unanimous vote, in December 2002. See CMP Framework, History Log, at 4 (Exhibit JMS-CMP-2). AT&T claims that this unfairly gives Qwest an advantage. But AT&T ignores the fact that the CLECs and Qwest agreed to the unanimous vote provision in the CMP redesign process, and that changes to the CMP Framework have already been adopted pursuant to this unanimous vote provision.

¹⁸ Such calls or meetings among CLECs and Qwest to discuss the production support process and CMP have included *ad hoc* CMP meetings on September 12 and October 14, 2003, and monthly CMP systems meetings on August 21 and September 18, 2003.

¹⁹ The agenda for that meeting is attached to hereto as Reply Exhibit LN-7. The minutes from the October 14, 2003, meeting will be distributed to the attendees of the meeting and will be included in the meeting packet for the

CLECs and Qwest to work out solutions acceptable to all parties to identified production support issues.

B. Qwest Properly Treats Some Defects as Documentation, Not Software, Defects.

15. AT&T also argues that Qwest avoids correction of software defects by (incorrectly) labeling them as “documentation defects” instead.²⁰ First, many of the defects identified by Qwest in connection with new releases are corrected as software defects. Thus, AT&T’s assertion that Qwest rarely admits to defects in its system and “invariably” labels software defects as documentation defects is simply inaccurate.²¹ Second, many defects are properly labeled as defects in documentation. A system is not defective simply because the documentation does not adequately explain how to use it.

16. Of course, it is important that the documentation for Qwest’s IMA be adequate, and that any errors or omissions in the documentation be corrected promptly, and with adequate notice to CLECs. But that does not mean that unnecessary changes should be made to Qwest’s OSS in order to make the system match the documentation. In fact, the

November 20, 2003 systems CMP meeting. That packet will be posted on November 17, 2003, at the following URL:
<http://www.qwest.com/wholesale/cmp/teammeetings.html>.

²⁰ AT&T Comments at 26.

²¹ *Id.*

documentation generally should be made to match the system, not the reverse. Under the Qwest CMP production support provisions, moreover, the same severity levels and procedures governing correction and event notification apply to troubles caused by software defects and troubles caused by incorrect documentation.²²

17. There will of course be cases in which a judgment must be made to determine whether a systems change is warranted or whether a documentation change is warranted. As discussed in detail below, in the sole example that AT&T offers (involving multiple blocking features), Qwest acted reasonably, by both supplementing the documentation involving blocking and including a systems change with the 14.0 IMA release, to be implemented on December 8, 2003, in connection with other systems changes to blocking.²³ Qwest also continues to discuss these issues with the CLECs through the CMP process. The subject of documentation changes, and their impact on CLECs, was discussed at the October 14 *ad hoc* CMP meeting. In that

²² Section 12.3 of the CMP Framework provides (in part) that

Qwest will assign each CLEC generated and Qwest generated IT trouble ticket a Severity Level 1 to 4, as defined in Section 12.5. Severity 1 and Severity 2 IT trouble tickets will be implemented immediately by means of an emergency release of process, software, or *documentation* (known as a Patch).

See also CMP Framework, §12.5, 12.7.

²³ See SCR022103-01 (IMA Revise BA & BLOCK Fields on RS, CRS, PS, NP, and LSNP Forms) (CR Detail) (attached hereto as Reply Exhibit LN-8).

meeting, a proposal was discussed to address the impacts on CLECs of documentation changes. Under that proposal, Qwest would meet with CLECs to discuss those documentation changes that may impact CLEC coding and provide clarity on why Qwest was considering a documentation change. Qwest proposed continuing discussions with CLECs on this possible approach as well as other ideas.

18. In its comments, AT&T argues that Qwest should have closed the alleged documentation “loophole” by adopting MCI’s change request, discussed above, which would have added to the CMP Framework specified time frames for correcting software defects.²⁴ In effect, MCI’s CR proposal would have classified all documentation defects as software defects, and would have then required Qwest to repair those supposed software defects according to specified time frames.²⁵ AT&T correctly states that the proposed CMP language in MCI’s CR tracks similar language in the BellSouth Change Control Process.²⁶ However, while MCI’s CR largely tracks the BellSouth language, AT&T neglects to mention that the MCI CR itself *omits* language that is critical to the issue here: *documentation* defects.

²⁴ AT&T Comments at 27-28.

²⁵ MCI Proposed Addition to CMP Section 4.0 – Production Support Process, submitted to CMP April 15, 2003, Reply Exhibit LN-5.

²⁶ See BellSouth Change Control Process, version 3.9 (September 22, 2003), Section 5 (“Defect Process”), at 60, attached hereto as Reply Exhibit LN-9.

19. Like the BellSouth CCP, the MCI language would define defect change requests to include documentation defects.²⁷ But the MCI proposal departs significantly from the BellSouth model, by omitting the phrase “excluding documentation defects,” which in the BellSouth plan immediately precedes the listing of severity levels and timeframes for correcting software defects.²⁸ Thus, the BellSouth plan expressly *excludes* documentation defects from the timeframes specified for correcting software defects. Instead, documentation defects are dealt with on a separate path, with different timeframes specified for *revising the documentation*.²⁹ Unlike the MCI proposed revisions to the Qwest CMP, the BellSouth plan contemplates that documentation defects are something different from software defects, and that they should be corrected by revising documentation. This is reasonable and necessary, for the reasons discussed above.

²⁷ See MCI Proposed Addition to CMP Section 4.0, submitted to CMP April 15, 2003 (Reply Exhibit LN-5).

²⁸ Compare the relevant section of the BellSouth CCP (Reply Exhibit LN-9 at 1) with the corresponding section of the MCI CR (Reply Exhibit LN-5 at 1). As is evident from that comparison, MCI has omitted the critical qualifier (“excluding documentation defects”) that is included in the BellSouth CCP.

²⁹ See Reply Exhibit LN-9 (BellSouth CCP, Section 5, Table 5-2 (Type 6 Detail Process Flow – Documentation Defects)). The CCP includes a different process flow for validation and correction of system defects. See *id.*, Section 5, Table 5-1 (Type 6 Detail Process Flow). The introduction to that table states that “[t]his table *excludes documentation defects* which are detailed in a separate Section 5-2” (emphasis added).

20. The instance in which AT&T alleges that Qwest incorrectly treated a problem as a documentation issue and not a software defect involved the need for CLECs to list requested call-blocking types in alphabetical order on the LSR when multiple call-blocking types are requested.³⁰ In conversations with the CLECs regarding other blocking matters, Qwest stated that in looking to provide more specific rules regarding how to treat blocking requests, Qwest realized that its system was designed to process blocking types in alphabetical order in certain situations. The CLECs requested and Qwest opened an event notification regarding this issue. In that event notification, Qwest indicated to the CLECs that they should provide the block values in alphabetical order.³¹ Qwest also detailed the required rules and information in a PCAT Job Aid, which was reviewed multiple times by the CLECs, with final publication on September 12, 2003.³² While it is true that the alphabetical order requirement had not been included in Qwest's documentation, this issue does not affect all LSRs where multiple call-blocking requests were included; rather, it only arises in

³⁰ AT&T Comments at 27.

³¹ Reply Exhibit LN-10 (Qwest System Event Notification (Blocking) (August 12, 2003)(Initial)); Reply Exhibit LN-11 (Qwest System Event Notification (Blocking(Closure)) (September 8, 2003)).

³² See *id.* The job aid may be found at the following URL:
<http://www.qwest.com/wholesale/clecs/features/blockingjobaid.html>.

limited situations and has affected a relatively small number of orders.³³ In recent months, since CLECs became aware of this issue, the number of LSRs affected has become very small.³⁴

21. In addition to revising the documentation to include the alphabetical order instructions, Qwest will include a change to its software to eliminate the need to put call-blocking features in alphabetical order, as part of a broader systems change involving other aspects of blocking, which will be implemented in the next release (IMA 14.0, scheduled for implementation on December 8, 2003).³⁵ Qwest chose this avenue for making the software change because of the great synergies available from making together all the blocking-related software changes that impact a common module of software.

C. Section 271 Does Not Require Qwest to Provide CLECs With Access To All Trouble Reports.

22. In its brief comments on this Section 271 application, MCI also refers to an AT&T change request, submitted on February 27, 2003, in which AT&T asked Qwest to compile a log of all IMA trouble reports in a

³³ Generally, the alphabetical order requirement affects only certain types of service orders (those that reflect FID rather than USOC information on the orders), and then only a subset of requests (those in which the A, B, or C blocking type is not in the first byte). Also, this issue does not arise with respect to services that do not require Qwest switching.

³⁴ In April, May, and June, respectively, affected LSRs constituted .9%, 3.3%, and 2.8% of LSRs submitted where a blocking feature was requested. In July, August and September those figures declined to .09%, .06%, and .04%, respectively.

³⁵ See SCR022103-01, attached hereto as Reply Exhibit LN-8.

single document.³⁶ As Qwest explained in response to the AT&T CR, a high percentage of the troubles reported are CLEC-specific, and some may contain proprietary information.³⁷ In addition, Qwest explained that a large number of troubles flow through the help desk every month (about 1300); a CLEC would have to expend significant resources just to monitor them, even though most might not even apply to that CLEC.³⁸ Qwest subsequently denied the request based on lack of demonstrable business benefit.

23. Upon further discussion in the September 2003 Product/Process monthly CMP meeting, Qwest agreed to add this CR to the agenda for *ad hoc* discussion with the CLEC community in an effort to work collaboratively with AT&T to come up with a solution that would work for the CLECs and for Qwest. Qwest proposed keeping its event notifications open and thus posted until the fix has been implemented, rather than maintaining current practice, in which the event notifications are closed when a patch date is announced. The CR is now in evaluation status and is still under discussion in the CMP process, most recently at the *ad hoc* session among

³⁶ The original CR did not clearly express what AT&T sought. The CR was discussed in a number of CMP meetings and ultimately was clarified at the August 11, 2003, clarification meeting and revised to more clearly express the request. See PC022703-9X (Support Production Defect Report) (CR Detail), attached hereto as Reply Exhibit LN-12. Interestingly, AT&T does not mention this CR in its own comments on this Application.

³⁷ See *id.* at 2 (September 17, 2003, Meeting Minutes).

³⁸ See *id.* at 2 (September 17, 2003, Meeting Minutes).

CLECs and Qwest held on October 14, 2003.³⁹ At that session, numerous useful ideas were generated to address the issues that prompted the AT&T CR, and these ideas likely will be refined and some may later be implemented through the CMP process. In particular, Qwest presented a proposal for Web-based reports that would give the CLECs a view of the event notifications, including notification history and some of the data that AT&T had requested that Qwest provide. As the ACC concluded, the CMP process is the appropriate vehicle for making improvements to the production support process, and is working well.

24. In the process of preparing these reply comments, Qwest discovered that a number of event notifications that were required to be issued by the CMP Framework had not been issued for past releases, even though the underlying defects had been corrected. After investigating the reasons for the non-issuance of these event notifications, it became apparent that there was confusion among some of the members of the Qwest IT staff who are responsible for resolving troubles about the precise CMP requirements for issuing event notifications. Specifically, it appeared that some of the staff incorrectly believed that such notifications are required only when more than one CLEC reports a particular problem. But the CMP document requires such notifications to be issued when more than one CLEC

³⁹ See Reply Exhibit LN- 7 (October 14, 2003 *ad hoc* CMP Meeting Agenda).

may be affected by a defect, whether or not a CLEC has actually reported a trouble.⁴⁰

25. Once it identified the missing event notification problem and its cause, Qwest promptly issued clarifying instructions to the IT staff who are responsible for identifying situations where event notifications are required, so that going forward there will be no confusion. Qwest also informed CLECs of this issue at the *ad hoc* meeting on October 14. At that meeting, Qwest also discussed with the CLECs not only Qwest's steps to remedy this situation but also other improvements to the event notification process that might interest CLECs.

* * * * *

26. In sum, the production support procedures in Qwest's change management process provide adequate measures for correction of both software and documentation defects. As is evident from the past and continuing discussions among CLECs and Qwest, the change management process itself provides a continuing avenue for crafting improvements to the production support process as CLECs and Qwest identify potential improvements. As the ACC concluded in its September 8, 2003, meeting, the software defect issues are not 271-affecting, and the CMP provides an adequate forum for resolving such issues on a going-forward basis.⁴¹ Thus,

⁴⁰ CMP Framework at § 12.5 (p.90).

⁴¹ See Reply Exhibit LN-3 (ACC Transcript Excerpt) at 220-224.

nothing in the comments of AT&T or MCI call into question the Commission's prior conclusions that Qwest's OSS and its CMP fully satisfy the requirements of Section 271.

II. CLEC REJECT RATE LEVELS MEET THE COMMISSION'S REQUIREMENTS

27. MCI acknowledges that its reject rate was 29 percent as of the week of September 15, 2003.⁴² Qwest's CLEC-specific reject rate data for August 2003 (the most recent full month for which such data is available) support this figure.⁴³ MCI now claims that "a 29% reject rate is too high."⁴⁴ But the Commission has consistently held that reject rates between 27 and 34 percent meet the requirements of Section 271.⁴⁵ Qwest's reject rate data for August indicates that the aggregate CLEC reject rate was below 26 percent that month, and that the CLEC submitting the second highest volumes of Local Service Requests that month (MCI had the highest volume)

⁴² See MCI Comments at 1. The 29% reject rate cited by MCI pertains to LSRs submitted via Qwest's IMA-EDI interface.

⁴³ See Reply Exh. LAH-13 (Exhibit LAH-OSS-54A, Chart of CLEC-Specific Flow-Through and Reject Rates Under PO-2 and PO-4, Updated with Data from August 2003).

⁴⁴ MCI Comments at 1.

⁴⁵ See, e.g., *In the Matter of Application by Qwest Communications International Inc. for Authorization to Provide In-Region, InterLATA Services in Minnesota*, WC Docket No. 03-142, *Memorandum Opinion and Order*, FCC 03-142, rel. June 26, 2003, at ¶ 25, n.72 (citing *Bell Atlantic New York Order*, 15 FCC Rcd 4044, ¶ 175, n.552).

had a reject rate of under 11 percent.⁴⁶ Qwest will continue to work with MCI – and all other requesting CLECs – in an effort to lower their reject rates even further. But, in the meantime, Commission precedent supports a finding of compliance in this area.

⁴⁶ See Reply Exh. LAH-13.